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3621



ATTORNEYS AT LAW

Docket No.: 198966US28

COMMISSIONER FOR PATENTS
ALEXANDRIA, VIRGINIA 22313

RE: Application Serial No.: 09/715,176
Applicants: Charles Edward SIGLER, et al.
Filing Date: November 20, 2000
For: COMPUTER-IMPLEMENTED SECURITY SYSTEM
AND METHOD
Group Art Unit: 3621
Examiner: WORJLOH, J.

SIR:

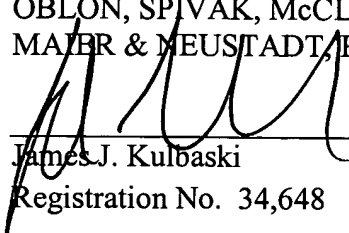
Attached hereto for filing are the following papers:

**Power of Attorney, Correspondence Address Indication Form, Statement Under 37CFR 3.73(b)
Confirmation of Attorney and Correspondence Address
Assignments (2)**

Our credit card payment form in the amount of \$0.00 is attached covering any required fees. In the event any variance exists between the amount enclosed and the Patent Office charges for filing the above-noted documents, including any fees required under 37 C.F.R. 1.136 for any necessary Extension of Time to make the filing of the attached documents timely, please charge or credit the difference to our Deposit Account No. 15-0030. Further, if these papers are not considered timely filed, then a petition is hereby made under 37 C.F.R. 1.136 for the necessary extension of time. A duplicate copy of this sheet is enclosed.

Respectfully submitted,

OBLON, SPIVAK, McCLELLAND,
MAIER & NEUSTADT, P.C.


James J. Kulbaski

Registration No. 34,648

Customer Number

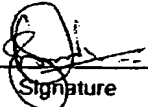
22850

(703) 413-3000 (phone)
(703) 413-2220 (fax)



**SINGLE ASSIGNEE
CASE SPECIFIC POWER OF ATTORNEY**

POWER OF ATTORNEY and CORRESPONDENCE ADDRESS INDICATION FORM and STATEMENT UNDER 37 CFR 3.73(b)	Application Number	09/715,176
	Filing Date	November 20, 2000
	First Named Inventor	Charles Edward SIGLER, et al.
	Title: COMPUTER-IMPLEMENTED SECURITY SYSTEM AND METHOD	
	Attorney Docket Number: 198966US8	

I hereby appoint:	
<input checked="" type="checkbox"/> Practitioners associated with the Customer Number	22850
as my/our attorney(s) or agent(s) to prosecute the application identified above, and to transact all business in the United States Patent and Trademark Office connected therewith.	
Please recognize or change the correspondence address for the above-identified application to:	
<input checked="" type="checkbox"/> The address associated with the above-mentioned Customer Number.	
I am the:	
<input checked="" type="checkbox"/> Assignee of record of the entire interest. See 37 CFR 3.71.	
Megasoft Consultants, Inc. _____, a Corporation (Name of Assignee) (Type of Assignee, e.g., corporation, partnership, government agency, etc.)	
<input checked="" type="checkbox"/> States that it is the assignee of the entire right, title, and interest. A copy of the assignment is attached.	
SIGNATURE OF ASSIGNEE OF RECORD	
The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.	
 _____ Signature	03/12/07 _____ Date
Vijay K. Tanamala _____ Printed or Typed Name	703-793-0101 _____ Telephone Number
President _____ Title	
THIS FORM CAN ONLY BE SIGNED WHERE THERE IS ONLY A SINGLE ASSIGNEE	

Docket No. 198966US28



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

IN RE APPLICATION OF: Charles Edward SIGLER, et al.

SERIAL NO: 09/715,176

FILED: November 20, 2000

FOR: COMPUTER-IMPLEMENTED SECURITY SYSTEM AND METHOD

**CONFIRMATION OF ATTORNEY AND
CORRESPONDENCE ADDRESS**

COMMISSIONER FOR PATENTS
ALEXANDRIA, VIRGINIA 22313

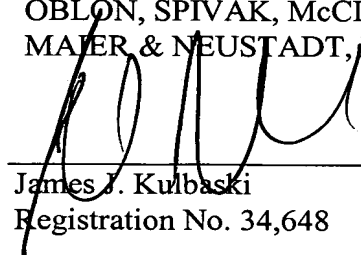
SIR:

The undersigned hereby confirms the attorneys of record for the above-identified application as those appearing in the Power of Attorney filed herewith, and accordingly requests the appropriate attorneys of record be noted, and the correct correspondence address be entered for this application as follows:

OBLON, SPIVAK, McCLELLAND, MAIER & NEUSTADT, P.C.
1940 Duke Street
Alexandria, Virginia 22314

Respectfully submitted,

OBLON, SPIVAK, McCLELLAND,
MAIER & NEUSTADT, P.C.



James J. Kulbaski
Registration No. 34,648

Customer Number

22850

Tel. (703) 413-3000
Fax. (703) 413-2220
(OSMMN 02/07)

ASSIGNMENT AGREEMENT

This Assignment Agreement ("Agreement") is made and entered into as of the 10 day of March, 2006 by and between eCognito, Inc., a Delaware corporation (the "Grantor"), and Megasoft Consultants, Inc. a Virginia corporation (the "Company").

RECITALS

WHEREAS the Grantor purchased services for, and Company provided services for, the development of certain software related to anonymous online shopping and purchasing technology, under that certain Consulting Services Agmt. dated as of May 9, 2001 ("Software Development Agreement"); and

WHEREAS Grantor defaulted on its obligation to pay Company for services rendered and products delivered under the Software Development Agreement and as partial settlement for such default, the parties are entering into the Agreement, pursuant to which Grantor agrees to irrevocably assign its rights in and to the Software (as defined below) to the Company.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein or in the Exhibits and Schedules hereto shall have the meaning set forth in this Section 1. Terms defined in the singular shall have the same meaning in the plural and vice versa.

(a) "Copyrights" means, with respect to the Software (i) all copyrights in works, software, moral rights, *sui generis* rights, or other rights of authors, whether or not the underlying works of authorship have been published, and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, and any renewals or extensions thereof, (ii) the rights to print publish and distribute any of the foregoing, (iii) the right to sue, defend or otherwise recover for any and all past, present and future actual or threatened infringements and misappropriations thereof, including action by any governmental authority (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto.

(b) "Intellectual Property Rights" means all of the Registered Intellectual Property, Patents, Trademarks, Copyrights and Trade Secrets and the Patent Rights, Trademark Rights, Copyrights.

(c) "Patent Applications" means all present or future applications for letters patent of the United States or any other country or group of countries or any political subdivision of any of the foregoing, including without limitation, those referred to on Schedule 1.

(d) "Patent Rights" means any and all past, present or future rights in, to and associated with the Software and the Patent Applications, throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: (i) all rights issuing from any provisional, divisional, renewal, substitute, continuation, reexamination and reissue applications based in whole or in part on the Software and/or Patent Applications; (ii) all patent licenses and all income and royalties with respect thereto; (iii) the right (but not the obligation) to register claims under any state, federal or foreign patent law or regulation; (iv) the right (but not the obligation) to sue and defend in the name of the Grantor or the Company for any and all past, present and future infringements of or any other damages or injury to the Software, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, damage or injury; (v) the right (but not the obligation) to apply for and prosecute patent applications in the name of the Grantor or the Company and to take any and all actions necessary or appropriate to maintain such applications in effect, and (vi) all proceeds of the foregoing.

(e) "Registered Intellectual Property" attached as Schedule 1 is a list of Grantor's registered (including applications for registration) intellectual property that will be contributed to the Company as provided for herein.

(f) "Software" means that software developed by Company under the Software Development Agreement, which relates to anonymous online shopping and purchasing, as more fully described in Schedule 1 hereto.

(g) "Trademarks" means all of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, and translations and transliterations used directly in relation to the Software, together with the goodwill associated therewith, used or associated with or appurtenant to the Software in which the Grantor now has or in the future acquires any right, title or interest.

(h) "Trademark Rights" means any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademarks; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or defend or bring opposition or cancellation proceedings in the name of the Grantor or the Company for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks or the Trademark Rights, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury.

(i) "Trade Secrets" means (i) all trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, software tools, algorithms, source/object codes, documentation, inventor notes, inventions, research and development information and technical data related to the Software, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under

all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto.

2. Assignment. The Grantor irrevocably grants, assigns, transfers, conveys and sets over to the Company such Grantor's entire right, title and interest in and to the Software and all Intellectual Property Rights related thereto, to have and to hold for the sole and exclusive use and benefit of Company, its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Grantor, if this Assignment and sale had not been made; together with all claims for damages by reason of past infringement of said Intellectual Property Rights, with the right to sue for an injunction and/or damages, and collect and retain any damages resulting therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives. Upon execution of this Assignment, the Software shall be the sole and exclusive property of Company. Upon Company's request, Grantor each agree to execute any document or instrument necessary to effectuate the provisions of this Assignment.

3. Further Assurances. Grantor shall, at any time and from time to time, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental authorities, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Company may request and as may be reasonably necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Agreement, or to assure and confirm to the Company the assignment of the Software. Such further actions shall be at the Company's expense.

4. Representations, Warranties; Disclaimer. Grantor represents, warrants and covenants that:

- (a) Grantor has all right, title and authority to enter into this Agreement;
- (b) There are no restrictions, agreements or understandings whatsoever to which Grantor is a party that would prevent or make unlawful its execution of this Agreement or its engagement hereunder;
- (c) Grantor's execution of this Agreement and its engagement hereunder shall not constitute a breach of any contract, agreement or understanding, oral or written, to which it is a party or by which it is bound;
- (d) Grantor has not registered or applied for registration for any of the Intellectual Property Rights, except for those listed on Schedule 1 attached hereto, and that Grantor has not made, does not plan to make, and shall not make any other assignments; and
- (e) Grantor has not sold, pledged, transferred or encumbered the Software or the Registered Intellectual Property.

5. Indemnification. Grantor will defend, hold harmless and indemnify Company, its agents, employees, officers, directors, affiliates and licensees from and against any damages, claims,

suits, actions, losses and expenses (including reasonable attorneys' fees and expenses) arising from or related to Grantor's breach of any of its representations, warranties or covenants made hereunder.

6. Additional Provisions.

(a) This Agreement is subject to modification only by a writing signed by the Company and the Grantor. No party hereto shall be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the waiving party. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

(b) Any notices and demands required to be given herein shall be given to the Grantor and the Company in writing and by overnight mail or courier addressed:

Grantor

Economid Inc

Attn: SUNNY DEWATER.

With a copy to:

Company

MEGASOFT

13461 Sunrise Valley Drive

Suite 320. HERNDON, VA. 20171

Attn: VIJAY K. TANANOLLA.

With a copy to:

Gregory P. Cirillo
Wiley Rein & Fielding, LLP
7925 Jones Brach Drive
McLean, Virginia, 22102
USA

or to such other addresses as the Grantor or the Company may hereafter substitute by written notice given in the fashion prescribed in this paragraph. Such notices shall be deemed to have been given three next businesses day following their deposit with the United States Mail or, if delivered by courier, on the date of delivery.

(c) This Agreement shall be binding upon and inure to the benefit of the Grantor and the Company, and their permitted successors and assigns.

(d) Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition; however, any such unenforceable provision will not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

(e) This Agreement may be executed in counterparts each of which shall be considered an original, but all of which together shall constitute the same instrument.

(f) This Agreement shall be subject to and governed by the laws of the Commonwealth of Virginia (without regard to conflicts of laws principles). The parties hereby

consent to the exclusive jurisdiction of the state and federal courts of the Commonwealth of Virginia for the resolution of any disputes arising hereunder.

(g) This Agreement is transferable or assignable by Company without notice to or approval from Grantor. Any reference to Company herein will be deemed to refer to any subsequent transferee of this Agreement. Grantor may not assign its obligations under this Agreement.

[signatures on next page]

This Agreement is executed as of the date first above written.

eCognito, Inc.

By: 

Title: CEO

Name: Sunny R. DeWakar
3.12.06

Megasoft Consultants, Inc.

By: 

Title: President

Name: Gregory K. Thummler

Schedule 1

1. Detailed Description of the "Software":

Collectively, the set of Enterprise Java Beans (EJB) components (including all business logic), Oracle Database, and specialized HTML, Java, and C code that performs the GUI, core, and merchant processes within the eCogNito system. This set includes components for web GUI; browser to server security; encryption; fraud management; database; merchant processor; merchant interface; shipping; and email redirection. The software components run on a series of Sun Servers, with Oracle Database and BEA Weblogic application engines.

2. Listing of Intellectual Property Registrations

- A. U.S. Patent Application No. 60/166408, filed November 19, 1999.
- B. U.S. Patent Application No. 09/715176, filed November 20, 2000.
- C. International Patent Application No. PCT/US00/31714 (System, Method, and Computer Program Product for Maintaining Consumer Privacy and Security in Electronic Commerce Transactions), filed November 20, 2000.

Assignment of Application

Page 1 of 2

WHEREAS, I (WE) Charles E. SIGLER, JR. 9806 Pond Run Court,
Myersville, Maryland 21773; William Lee CARRENS, 8866 Cork County
Court, Springfield, Virginia 22152; Sunny Ramaswamy DEWAKAR,
6360 Demme Place, Springfield, Virginia 22150

_____, respectively, have

invented certain new and useful improvements in:

SYSTEM, METHOD, AND COMPUTER PROGRAM PRODUCT FOR MAINTAINING
CONSUMER PRIVACY AND SECURITY IN ELECTRONIC COMMERCE TRANSACTIONS

for which an application for Letters Patent was executed on _____

(Application No. 09/715,176, filed November 20, 2000), and

WHEREAS, eCognito, Inc.

(hereinafter referred to as "ASSIGNEE") having a place of business at:

515 King Street, Suite 440, Alexandria, VA 22314

is desirous of acquiring the entire right, title and interest in and to said invention and in and to any Letters Patent that may be granted therefore in the United States and its territorial possessions and in any and all foreign countries;

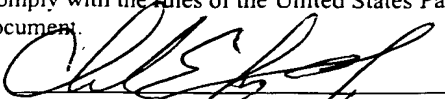
NOW, THEREFORE, in consideration of the sum of FIVE DOLLARS (\$5.00), the receipt whereof is hereby acknowledged, and for other good and valuable consideration, I (WE), by these presents do sell, assign and transfer unto said ASSIGNEE, the full and exclusive right to the said invention in the United States and its territorial possessions and in all foreign countries and the entire right, title and interest in and to any and all Letters Patent which may be granted therefor in the United States and its territorial possessions and in any and all foreign countries and in and to any and all divisions, reissues, continuations, substitutions and renewals thereof.

I (WE) hereby authorized and request the Patent Office Officials in the United States and its territorial possessions and any and all foreign countries to issue any and all of said Letters Patent, when granted, to said ASSIGNEE as the assignee of my (our) entire right, title and interest in and to the same, for the sole use and behoof of said ASSIGNEE, its (his) successors and assigns, to the full end of the term for which said Letters Patent may be granted, as fully and entirely as the same would have been held by me (us) had this Assignment and sale not been made.

Further, I (WE) agree that I (WE) will communicate to said ASSIGNEE or its (his) representatives any facts known to me (us) respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, substitute, renewal and reissue applications, execute all necessary assignment papers to cause any and all of said Letter Patent to be issued to said ASSIGNEE, make all rightful oaths, and, generally do everything possible to aid said ASSIGNEE, its (his) successors and assigns, to obtain and enforce proper protection for said invention in the United States and its territorial possessions and in any and all foreign countries.

The undersigned hereby grant(s) the firm of Oblon, Spivak, McClelland, Maier & Neustadt, P.C. of Fourth Floor, 1755 Jefferson Davis Highway, Arlington, Virginia 22202 the power to insert on this assignment any further identification, including the application number and filing date, which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

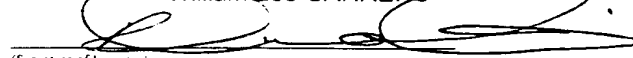
Date: June 4, 2001


(Signature of Inventor) Charles E. STALLER, JR.

Date: June 4, 2001


(Signature of Inventor) William Lee CARRENS

Date: June 4, 2001


(Signature of Inventor) Sunny Ramaswamy DEWAKAR

Date: _____

(Signature of Inventor)

Date: _____

(Signature of Inventor)

Date: _____

(Signature of Inventor)

Date: _____

(Signature of Inventor)

Date: _____

(Signature of Inventor)

OBLON, SPIVAK, McCLELLAND, MAIER & NEUSTADT, P.C.
ATTORNEYS AT LAW
FOURTH FLOOR
1755 JEFFERSON DAVIS HIGHWAY
ARLINGTON, VIRGINIA 22202